

700 Carillon Parkway, Suite 6  
St. Petersburg, FL 33716  
Tel: 727-329-2796  
Fax: 727-329-2768  
Email: Christina.dolendi@mybriighthouse.com



***Property Solutions***

*April 9, 2015*

*Shadow Lakes Mgmt.  
10825 Seminole Blvd., # 1  
Largo, FL 33778  
Attn: Tom Kapper*

***Re: Bay Pointe Villa Condos***

*Dear Mr. Kapper:*

*Enclosed you will find a cable television renewal Agreement.*

*The renewal Agreement allows Bright House Networks to continue to provide Bulk cable television service to the Property at a discounted rate.*

*Please execute the renewal Agreement in the space indicated, with notarization where required and return to me in the self-addressed stamped envelope, provided for your convenience.*

*If you have any questions, please feel free to contact me at 329-2796.*

*Thank you for your continued patronage, and the opportunity you have given Bright House Networks to provide cable television service to the residents and guests of Bay Pointe Villa Condos.*

*Sincerely,*

A handwritten signature in blue ink, appearing to read "Christina Dolendi".

*Christina Dolendi*

*Strategic Account Executive-Property Solutions*

## BULK STANDARD SERVICE AND RIGHT OF ENTRY AGREEMENT

This Agreement is made and entered into as of May 1, 2015, by and between Bay Pointe Villas Condominium Association, Inc ("Association") and Bright House Networks, LLC ("Bright House").

A. Association governs Bay Pointe Villas, located at 9845 Hamlin Boulevard, Seminole, Florida 33776 (the "Premises"), which consists of 23 dwelling units ("Units") and the property on which such Units are situated, all as more particularly described on **Exhibit A** hereto, and desires Bright House to provide Bulk Standard Service and other Services, as defined below, to the Premises. Bright House has a franchise for the State of Florida and desires to provide various entertainment, data and information services to the residents of the Premises.

B. "Standard Service" shall mean initially the channels set forth in the attached **Exhibit B**. Bright House reserves the exclusive right, in its sole discretion from time to time, to make any changes, additions or deletions to this initial channel lineup and or including any successor services.

C. "Bulk Standard Service" shall mean Standard Service made available on an aggregate basis to all Units located on the Premises, with Association making payment for such service.

D. "Other Services" shall include movie channels, pay services, pay per view channels, pay per view programs, game services, music services, shopping services, Internet access services, interactive multi-media services, video-on-demand services, personal computer data networking services, telephone services, and any or all other one-way or two-way entertainment, data, information or telecommunications services available now or in the future (other than Bulk Standard Service) which Bright House in its sole discretion decides to offer to the residents of the Premises.

E. "Services" shall mean Bulk Standard and Other Services collectively, as well as any other tiers or levels of cable services offered by Bright House now or in the future.

F. "System" shall mean a system of coaxial cable, fiber optic cable or lines, or other types of cable lines, or other wireline or wireless delivery system for the provision of Services to the Premises.

In consideration of the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Association and Bright House agree as follows:

1. **Bulk Standard Service.** Subject to the terms and conditions of this Agreement, Bright House shall provide Bulk Standard Service to every Unit on the Premises.

2. **Bulk Standard Service Term.** The "Bulk Standard Service Term" shall commence on May 1, 2015 and shall remain in effect for the term of five (5) years ("Initial Term"). This Agreement automatically will be renewed for successive one-year terms unless either party notifies the other in writing at least 90 days before the end of the Initial Term (or renewed term, as the case may be) that it does not wish to renew this Agreement.

3. **Bulk Standard Service Monthly Charges.** Association shall pay Bright House \$28.80 per month per Unit, regardless of whether such Unit is occupied. Association also shall pay all applicable taxes and franchise fees, which taxes and fees may increase from time to time. Bright House may increase the rates annually for Bulk Standard Service upon 30 days' written notice to Association, provided, however, that such rate shall be in compliance with any applicable laws and regulations. Future rate increases shall not exceed 7% annually. All statements rendered by Bright House to Association under this Agreement shall be due when rendered. Bright House may charge a monthly late fee, in an amount not to exceed applicable law, for any amounts which are not paid when due. If any invoice is not paid within 30 days of the date of receipt, Association shall be in breach of this Agreement and Bright House may terminate the Agreement and seek and accelerate all damages resulting from Association's failure to pay. Notwithstanding other provisions of this Agreement and in addition to any other remedy available to Bright House at law or in equity, upon a breach by Association during the Bulk Standard Service Term, Bright House shall have the right, in its sole discretion, on thirty days' written notice to Association to discontinue providing Bulk Standard Service and to provide any and all Services directly to residents of the Premises on a right of entry basis for the remaining portion of the Bulk Standard Service Term and the Right of Entry Term under the provisions of this Agreement.

4. **Provision of Other Services During Bulk Standard Service Term.** During the Bulk Standard Service Term, Bright House may contract directly with the individual residents of dwelling Units to provide Other Services directly to such residents. Charges for Other Services shall be set by Bright House and shall be billed to individual residents of the Premises.

5. **Provision of Services on Right of Entry Basis.** After the termination of the Bulk Standard Service Term, Association hereby grants Bright House a fifteen (15) year right to enter the Premises and provide any or all Services to residents of the Premises ("Right of Entry Term"). Charges for Services during the Right of Entry Term shall be set by Bright House and shall be billed to individual residents of the Premises.

6. **Bright House's Easement and Access Rights.** Association hereby grants and conveys to Bright House irrevocable easement-in-gross interests in, on, over, across, under and throughout the Premises (both land and improvements), including without limitation common areas, utility areas, pre-existing conduit, and all other spaces on, in and over the Premises as are reasonably necessary or useful for the purposes of carrying out any or all of the terms of this Agreement, including collection of unpaid accounts. This easement shall continue in effect for the duration of the Bulk Standard Service Term and the Right of Entry Term and for 90 days thereafter to effect any removal of the System. Bright House and Association stipulate that any failure by Association to strictly provide Bright House its easement and access rights to the Premises, or any interference with those rights, is material and will cause Bright House immediate irreparable injury and entitles Bright House to equitable relief. Association shall not grant to any third party any right to provide any Service at the Premises on a bulk billing or exclusive basis.

7. **Ownership of the System; Electricity.** The Services Delivery System and all such other properties placed on the Premises by Bright House shall be and remain the sole property of Bright House. None of the Services Delivery System or other properties placed on the Premises by Bright House shall be deemed to be affixed to or to become a part of the Premises. Bright House shall have the sole right to possession of and dominion and control over the Services Delivery System, all such other property placed on Premises by Bright House, and any equipment, facilities, antennas, pipes, conduits, poles, pedestals, vaults, active or passive devices, converters, cables and wires on the Premises on the date of this Agreement which are to be used by Bright House to deliver Services under this Agreement.

Bright House may remove any and all of the Services Delivery System and any of the other properties placed on the Premises by Bright House at any time following the expiration of the term of this Agreement. If Bright House damages the Premises when it removes the Services Delivery System or any of its other properties from the Premises, Bright House will repair and restore such damage. If any of the Services Delivery System or other property of Bright House is not removed from the premises, then Bright House will continue to own such property so long as it holds a franchise to provide cable service in the jurisdiction where the Premises are located, and thus has a reasonable expectation that it may again become authorized to deliver its services to residents of the Premises. If Bright House so elects, it may lease any portion of the Services Delivery System to Owner or any other party following expiration of this Agreement pursuant to such terms and conditions as may be agreed to by such parties. Bright House and Owner agree that any use by Owner or any third party of the Services Delivery System or any other property of Bright House located on the Premises, whether with or without the consent of Bright House, shall not disturb Bright House's continued right to ownership of any such property. Owner shall provide electricity for the System to Bright House at no charge and provide Bright House access to the Premise's electrical system.

8. **Alterations to Premises.** Bright House shall not be liable for alterations to the Premises caused by good and workmanlike installation, inspection, removal, maintenance, testing, replacement, relocation or upgrading of the System.

9. **Service Limitations.** Bright House's only liability for interruption of Bulk Standard Service shall be to make available to Association a pro rata credit against Bulk Standard Service monthly charges calculated based on the length of the interruption for interruptions of more than twenty-four consecutive hours caused by reasons found to be within Bright House's control.

10. **Costs and Attorney's Fees.** If it becomes necessary for either party to enforce or defend its rights created herein, the prevailing party shall be entitled to reimbursement from the other party of all costs, including reasonable attorney's fees through appeal, incident to enforcement or defense of its rights. This agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties, and successors thereto, waive any jury trial right.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties. This Agreement may not be altered, except upon mutual agreement evidenced by an instrument in writing. The invalidity of any of the provisions contained herein shall not affect the validity of any other provisions herein.

12. **Persons and Entities Bound by Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, shareholders, partners, agents, representatives, employees, servants, affiliates, attorneys, heirs, successors and assigns.

13. **Confidentiality/Nondisclosure.** Each party agrees to use such care to keep the terms and conditions of this Agreement in strict confidence and to avoid divulging any specifics of the same to any third party as it uses for its own information of like kind, but not less than reasonable care, except that each party may divulge such information to any of its current and prospective attorneys, accountants, financial advisors, partners and/or others with a need to know for Association to reasonably conduct its business, which parties will be advised of the confidential nature of this Agreement and the requirement to use such efforts to maintain its terms and conditions in strict confidence.

14. **Operation and Maintenance.** BHN shall, at its own expense, operate and maintain the System and keep same in good repair in accordance with all applicable governmental regulations concerning technical standards, including those standards set forth in 47 CFR Sec.76.601-630 ; provided that Customer shall inform BHN of the location of all private underground utilities and other private facilities on the Premises and shall be responsible for all costs associated with the repair of any damage to any such utility or facility caused by any failure of Customer to properly inform BHN of the location thereof. BHN shall have the right to modify the format, technical specifications and/or means of delivery of any Service, feature or television channel, regardless of whether such modification requires the use by any Resident of additional, replacement or modified equipment in order to receive such Service, feature or channel. In the event a Resident's consumer premises equipment is unable to receive any Service, feature or television channel, the Resident shall be responsible for obtaining the necessary equipment, either through purchase at retail or leasing from BHN, in order to receive those Services, features or television channels.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 13 day of April, 2015.

**BAY POINTE VILLAS CONDOMINIUM ASSOCIATION, INC.**

By: [Signature]

Title: AGENT

Date: 4-13-15

Address: 10825 Seminole Blvd  
Seminole, FL 33778

WITNESS  
[Signature]

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of April, 2015, by Thomas W Kapper (name)  He/She [please check as applicable] is personally known to me, or has produced his/her \_\_\_\_\_ (state) driver's license, or his/her \_\_\_\_\_ (type of identification) as identification, and did/did not take an oath.



[Signature]  
(Signature)  
CHERYL GENTRY  
(Printed Name)  
NOTARY PUBLIC, STATE OF FLORIDA  
5-31-19  
(Commission Expiration Date)  
FF186083  
(Serial Number, If Any)

**BRIGHT HOUSE NETWORKS**

By: John W. Doshier  
Title: Vice President & General Manager  
Address: 700 Carillon Parkway, Suite 6  
Saint Petersburg, Florida 33716  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by John W. Doshier. He is personally known to me.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
\_\_\_\_\_  
(Commission Expiration Date)  
\_\_\_\_\_  
(Serial Number, If Any)

(NOTARIAL SEAL)

Exhibit A

Legal Description of Premises



Exhibit B:

**Bright House  
Bulk Standard Channel Line-Up**

2 – TV Guide  
3 - WEDU CH 3 PBS  
**3.1 – WEDU PBS HD**  
**3.2 – WEDU V-Me**  
**3.3 – WEDU FKN**  
**3.4 – WEDU+**  
4 - WTOG CH 44 THE CW  
5 - WFTT CH 50 TELEFUTURA  
6 - WTTA CH 38 MYTV TAMPA BAY  
8 - WFLA CH 8 NBC  
**8.1 – WFLA NBC HD**  
**8.2 – WFLA 8 Prime**  
9 - BAY NEWS 9  
**9.1 – BAY NEWS 9 HD**  
10 – WMOR (Ch32) IND  
**10.1 – WTSP CBS HD**  
**10.2 – WTSP Weather**  
11 - WFTS CH 28 ABC  
12 - WTSP CH 10 CBS  
13 - WTVT CH 13 FOX  
**13.1 – WTVT FOX HD**  
14 - C-SPAN  
15 – WVEA CH 62 UNIVISION  
16-WUSF PBS (digital device required)  
**16.1 – WUSF PBS HD**  
**16.2 – WUSF Kids**  
**16.3 – WUSF – Create**  
**16.4 – WUSF FKN**  
17 - WXPX CH 66 ION  
18 - WGN AMERICA(digital device required)  
19 – WRMD TELEMUNDO  
21 - HSN  
22 – QVC  
**22.1 – WCLF CTN**  
23 - TBS  
26 – NBC SPORTS NETWORK  
27 - ESPN  
28 - ESPN2  
**28.1 – WFTS ABC HD**  
**28.2 – WFTS Live Well Network**  
29 - CNN  
30 - HEADLINE NEWS  
31 - SUN SPORTS  
32 - USA NETWORK  
**32.1 – WMOR HD**  
**32.2 – WMOR This TV**  
**32.3 – WMOR Estrella TV**  
33 - TNT  
34 - DISCOVERY CHANNEL  
35 - ANIMAL PLANET  
36 - NICKELODEON  
37 - FOX NEWS CHANNEL  
38 - LIFETIME  
**38.1 – WTTA MyTV HD**  
39 - FOX SPORTS FLORIDA  
40 - DISNEY CHANNEL  
41 - MSNBC  
42 - CNBC  
43 - SPIKE  
44 – OXYGEN  
**44.1 – WTOG CW HD**  
45 - CMT  
46 - TLC  
48 - A&E  
**47.1 – Bright House Sports Network**  
49 - TV LAND  
**49.1 – WRMD Telemundo**  
50 - LIFETIME MOVIE NETWORK  
**50.1 – WFTT Telefutura HD**  
**50.3 – WFTT GetTV**  
51 - BRAVO  
52 - ABC FAMILY  
53 - TURNER CLASSIC MOVIES  
54 - HISTORY  
55 - TRUTV  
56 - FOOD NETWORK  
57 - HGTV  
58 - CARTOON NETWORK  
59 - SYFY  
60 - FX  
61 - COMEDY CENTRAL  
62- VH-1  
**62.1 – Univision HD**  
63 - THE WEATHER CHANNEL  
64 - AMC  
65 - NATIONAL GEOGRAPHIC CHANNEL  
66 – MTV  
**66.1 – WXPX Ion HD**  
68 - HALLMARK CHANNEL  
70 – E!  
71 – BET

**\*\*Bold Channels can be received on HD TV's that have Built in Quam Tuners.**

\*Subject to change